

EXHIBIT 2

RULES OF ENGAGEMENT ADDENDUM
TO
STRATEGIC ALLIANCE AGREEMENT
EXECUTED ON JANUARY 31, 2005
BY
CAPITAL 4, INC.
("CAPITAL 4")
AND
3COM CORPORATION
("3COM")

Upon execution, the Parties agree to the following Rules of Engagement (the "ROE") Addendum to the Strategic Alliance Agreement. All of the terms and conditions in the Strategic Alliance Agreement shall apply to this ROE Addendum, unless specifically modified herein.

The Parties have developed this ROE Addendum to allow each 3com Selected Partner/Reseller, 3Com, and Capital 4 to derive economic benefit from the relationship established from: (1) working together to utilize the Power of \$Zero™ Solution to market and selling 3Com Products (by and through 3Com directly, and by and through 3Com's network of partners or resellers (the "3Com Selected Partners/Resellers")); and (2) encouraging Capital 4 to establish a direct relationship between Capital 4 and 3Com Selected Partners/Resellers, allowing each 3Com Selected Partner/Reseller to utilize the Power of \$Zero™ Solution in marketing 3Com Products.

1. Purpose.

The purpose of this ROE Addendum is to set forth how 3Com and Capital 4 shall work together to: (1) market the Public Access Services offered by Capital 4 through the Power of \$Zero™ Solution and development of the "Capital 4 System", which shall be designed to provide all administrative responsibilities in order to implement the Power of \$Zero™ Solution in marketing 3Com Products nationally through the 3Com Selected Partners/Resellers, including reporting requirements and data summaries; (2) allow Capital 4 to establish a direct relationship with 3Com Selected Partners/Resellers, allowing each 3Com Selected Partner/Reseller to utilize the Power of \$Zero™ Solution in marketing 3Com Products; and (3) allow 3Com to utilize the Power of \$Zero™ Solution in marketing 3Com Products directly.

2. Territory.

The Territory of this ROE Addendum shall be North America.

3. Term and Termination.

- a. This ROE Addendum shall have a term consistent with the Alliance Agreement, unless terminated earlier according to the terms outlined herein and in the Alliance Agreement.

- b. Either Party can terminate this ROE Addendum at its convenience, at any time, with or without cause, by sending the other party thirty (30) days written notice.
- c. If the Alliance Agreement or this ROE Addendum expires or is terminated, Capital 4 may, without any interference from 3Com, continue all direct contractual relationships established with any 3Com Selected Partner/Reseller or a 3Com Selected Partner/Reseller's End Users, including any End User secured through 3Com's direct marketing using the Power of \$Zero™ Solution; however, with respect to the End Users, Capital 4 must strictly adhere to the exclusivity requirements established in Section 4 for at least three (3) years after expiration or termination of the Alliance Agreement or the ROE Addendum, and shall only market and promote 3Com Products.

4. Capital 4's Obligations.

- a. **Exclusive Use of 3Com Products.** Capital 4 agrees to promote and use 3Com Products in all of Capital 4's Public Access Services offerings and operations for the term of this ROE Addendum if new data or voice technologies are to be installed with customers as provided by 3Com or 3Com's distribution channel. Capital 4 agrees to work with 3Com on an exclusive basis to: (1) market the Public Access Services offered by Capital 4 through the Power of \$Zero™ Solution with End Users as introduced by 3Com and each 3Com Selected Partner/Reseller; and (2) allow 3Com to utilize the Power of \$Zero™ Solution in marketing selected 3Com Products.
- b. **Capital 4 Agreement with 3Com Selected Partner/Resellers.** Capital 4 will be solely responsible for establishing an independent direct relationship between Capital 4 and each 3Com Selected Partner/Reseller for Public Access Services, and it must be clearly stated in such an Agreement that Capital 4 shall be fully responsible and liable for any and all issues related to Capital 4's Public Access Services program.

Capital 4 shall have ownership rights and all liabilities in connection with any Power of \$Zero™ Customer Agreements with regards to Public Access Services executed by any End Users secured through each 3Com Selected Partner/Reseller, or by 3Com directly, provided, however, that Capital 4 first approves each such Power of \$Zero™ Customer Agreement.. Capital 4 shall have the right and responsibilities to provide, and shall be solely responsible and liable for providing, all Public Access Services to be delivered under Power of \$Zero™ Solution and the Power of \$Zero™ Customer Agreement. In that regard, Capital 4 shall invoice, and be entitled to all proceeds from such invoices, the End User for the delivery of Public Access Services sold through the Power of \$Zero™ Solution. With respect to each such End User, Capital 4 shall also exclusively own all other rights associated with the maintenance and delivery of Public Access Services, excluding warranty and repair service as set forth above.

- c. **Capital 4 Contact with 3Com Selected Partner/Resellers.** Capital 4 will refrain from contacting 3Com Partners/Resellers unless 3Com has given Capital 4 written authorization per Section 4(b) of the Alliance Agreement.
- d. **3Com Finance Review.** Capital 4 agrees to fully cooperate in good faith with 3Com's finance review process to establish that Capital 4 meets 3Com's financial due diligence standards at or before execution of this ROE Addendum and annually thereafter.
- e. **Escrow.** Provided that the developer of the Capital 4 System has been paid in full for the initial phase, Capital 4 will within five (5) business days after execution of this ROE Addendum, deposit the complete Capital 4 System Source Code ("Source Code") into a 3Com-defined escrow. The code shall be updated as reasonably necessary, and at minimum, should be updated upon completion of the development and with every new version put into production. The development code shall remain in escrow for the duration of this ROE Addendum, or until after the payment to 3Com is extinguished, according to the method outlined in Section 4(f).
- f. **Consequences of Termination of the ROE Addendum.** In the event that Capital 4 without cause terminates the relationship under this ROE Addendum, Capital 4 shall either:
 - 1. Notify 3Com within ten (10) days of the termination of this ROE Addendum, that it elects to refund to 3Com all of the "Out of Pocket" marketing or development expenses agreed to in writing under this ROE Addendum, and refund the out of pocket expenses to 3Com within thirty (30) days after such termination, or
 - 2. Agree to the release of the Source Code by Capital 4's failure to notify 3Com within ten (10) days of the termination, and the failure to pay 3Com all of 3Com's out of pocket expenses with thirty (30) days.

In the event that 3Com terminates the relationship under this ROE Addendum, Capital 4 shall not be required to pay any additional funds to 3Com, and the Source Code shall be released from escrow and delivered to Capital 4.
- g. **Exclusivity.** The relationship that Capital 4 has with 3Com under the Alliance Agreement and this ROE Addendum is exclusive as to 3Com and all of the 3Com Selected Partners/Resellers; precluding Capital 4 from marketing any other similar commercial relationship of any kind with any data or voice technologies manufacturer or any competitor of 3Com and from marketing any other type of telephone equipment during the Term of this ROE, and for three (3) years after expiration or termination of the Alliance Agreement or this ROE.
- h. **POS Reporting.** Once the second phase of the Capital 4 System is completed, approved, and funded by 3Com, Capital 4 shall provide 3Com with weekly POS Reporting, including End User data, in connection with the 3Com Products purchased under this ROE Addendum. The POS Reporting will be submitted to

3Com utilizing 3Com's then current process, procedures and formats, which 3Com will provide to Capital 4.

- i. **Training 3Com Program Representative.** To effect consistency and accuracy in the explanation of the Power of \$Zero™ Solution, Capital 4 shall be solely responsible for training the 3Com Power of \$Zero™ Program Representative and the Program Representative's designees, providing Capital 4's overall knowledge and experience base, in order to effectively teach the Program to others. The 3Com Power of \$Zero™ Program Representative, and his designees, shall assume primary responsibility for training all other 3Com personnel, including 3Com Selected Partners/Resellers, to assure proficiency and accuracy in marketing the Power of \$Zero™ Solution.
5. **3Com's Obligations.**
- a. **Marketing.** 3Com agrees to work with Capital 4 to: (1) exclusively market the Public Access Services offered by Capital 4 through the Power of \$Zero™ Solution; and (2) utilize the Power of \$Zero™ Solution in marketing selected 3Com Products.
 - b. **Authorization to Contact 3Com Selected Partners/Resellers.** 3Com will provide Capital 4 with written authorization according to Section 4(b) of the Alliance Agreement.
 - c. **Exclusivity.** The relationship that 3Com has with Capital 4 is exclusive; precluding 3Com from (1) entering into a similar relationship for Public Access Services which is similar to the Power of \$Zero™ Solution; or (2) developing a similar Public Access Service on its own, which would compete with Capital 4 (regardless of whether Capital 4 is actively operating in a particular market) during the Term of this ROE, and for a period of three (3) years following the expiration or termination of this ROE, unless prior approval has been received from Capital 4.
 - d. **Customer of Capital 4 Services.** Following the execution of this ROE Addendum and only after 3Com IT approval for each approved 3Com location, 3Com shall consider a Power of \$Zero™ Customer Agreement with Capital 4, under which 3Com shall become a Capital 4 Customer with respect to 3Com's Public Access Services.
 - e. **Funding for the Capital 4 System.** Capital 4 has invested significant resources in the initial deployment of its Customer Management System (the "Capital 4 System"), an open source, central processing system developed and operated by Capital 4 to support the national rollout of the Power of \$Zero™ Solution. Within five days of Capital 4 setting up Source Code in Escrow, as described in Section 4(e), 3Com will fund the initial one-third of the Corra Technology, Inc. of Parsippany, N.J. ("Corra") Work Order 001 (attached as Exhibit 1) for development and customization of the Capital 4 System, by paying Capital 4

\$67,025.00. Thereafter, the Capital 4 System shall be reviewed by 3Com, and additional payment not to exceed a cumulative total of \$200,000.00 shall be paid by 3Com to Corra when approved thorough 3Com's established and internally published approval system. The payments from 3Com under this ROE Addendum for completion of the developed software shall not exceed a total of \$500,000.00.

- f. **Rolling out the Solution.** 3Com shall assume primary responsibility for rolling out the 3Com Power of \$Zero™ Solution, through its network of Partners/Resellers (selecting certain Partners/Resellers to participate), presenting the Power of \$Zero™ Solution.
 - g. **Program Representative and Support.** 3Com shall designate a "3Com Power of \$Zero™ Program Representative" (initially, Glenn Ewing), who shall have responsibility for coordinating with Capital 4, and implementing the 3Com Power of \$Zero™ Solution and Program and marketing 3Com Products in accordance with this ROE.
 - h. **3Com Products and Pricing.** The transactions contemplated by this ROE require that 3Com deliver the 3Com Products used by the 3Com Selected Partners/Resellers in connection with the Power of \$Zero™ Solution, at the discount off of the list price attached as Exhibit 1. 3Com may deliver the 3Com Products directly to Capital 4 or through a 3Com distributor.
6. **Additional Agreements and Mutual Obligations.**
- a. **Exclusive License to 3Com.** Since the Capital 4 System is an integral part of the success of the program established in this ROE Addendum, Capital 4 hereby grants, for the term of this ROE Addendum, 3Com and each 3Com Selected Partner/Reseller, at no additional fees, an unlimited, irrevocable exclusive license to utilize:
 - 1) the designed, developed and owned intellectual property described as the marketing strategy known as the "Power of \$Zero™ Solution" and "Power of \$Zero™ Program" and "Capital 4 System", as defined and described below (the "Capital 4 Intellectual Property");
 - 2) the following marks: "Power of \$Zero™", "Power of \$Zero™ Solution", "Power of \$Zero™ Program", "\$Zero Additional Cost", "\$Zero Cost Warranty", "\$Zero Cost", and "\$Zero", both in the name and in the stylized design form used by Capital 4 (collectively the "Capital 4 Trademarks"); and
 - 3) the Capital 4 System, as defined and describe below,
 solely in its marketing, distribution, advertising, and promotion of 3Com Products under this Alliance Agreement and this ROE Addendum.

For the Term of the ROE Addendum, 3Com shall also retain developmental rights to increase the Capital 4 System's functionality.

3Com's agrees to use the Capital 4 Intellectual Property and the Capital 4 Trademarks in accordance with the detailed policies regarding branding and trademark usage established by Capital 4 and submitted to 3Com in writing

3Com agrees: (1) not to alter, erase, or overprint any of the Capital 4 Trademark notice provided to 3Com by Capital 4; (2) attach any trademarks or additional word or symbols to the Capital 4 Intellectual Property or the Capital 4 Trademarks without Capital 4's consent; and (3) affix the Capital 4 Trademarks to any product or item not covered by this ROE. 3Com agrees not to alter the Capital 4 Intellectual Property or the Capital 4 Trademarks in any way, except as specifically agreed by Capital 4's written consent.

3Com recognizes ownership and value associated with the Capital 4 Intellectual Property and Capital 4 Trademarks, and the goodwill attached to the Capital 4 Intellectual Property and Capital 4 Trademarks. 3Com agrees that any goodwill that accrues as a result of 3Com's use of the Capital 4 Intellectual Property and the Capital 4 Trademarks inures to solely the benefit of Capital 4, and 3Com does not acquire any rights in the Capital 4 Intellectual Property or Capital 4 Trademarks as a result of such use.

3Com agrees not to contest the Capital 4 Intellectual Property or the Capital 4 Trademarks or make application for registration for any of the Capital 4 Intellectual Property or the Capital 4 Trademarks without Capital 4's prior written consent.

3Com agrees not to use, employ, or attempt to register any form of intellectual property, including trademarks or tradenames, which 3Com or Capital 4 reasonably believes are confusingly or deceptively similar to the Capital 4 Intellectual Property or Capital 4 Trademarks licensed by Capital 4 to 3Com. 3Com further agrees not to use the Capital 4 Intellectual Property or Capital 4 Trademarks as part of a domain name, business name, or in connection with any product other than as authorized by this ROE. 3Com represents and warrants that it will not use the Capital 4 Intellectual Property or Capital 4 Trademarks in any manner that may cause confusion among customers, or disparages or discredits Capital 4's name, or its products or services.

Upon expiration or termination of this ROE, 3Com shall immediately cease use of any of the Capital 4 Intellectual Property or Capital 4 Trademarks.

- b. **Capital 4/ 3Com Website.** To effect consistency and accuracy in the explanation and presentation of the Power of \$Zero™ Solution, a 3Com/Capital 4 website shall be developed, at Capital 4's expense, and will include a portal to explain all aspects of the Power of \$Zero™ Solution. The portal shall present information in a concise, automated format, primarily through video streaming, as initially directed by Capital 4 and the 3Com Power of \$Zero™ Program Representative, and as agreed by the Parties. Prior to go-live, 3Com IT must approve security

measures for the website. Development of the portal shall be completed by no later than March 31, 2005. The 3Com Selected Partners/Resellers and End Users (who have been provided an E-Brochure) shall have access to the portal, as agreed by the Parties.

- c. **Use of 3Com Logos, Marks and Names.** Upon obtaining prior written consent from the 3Com in each specific instance, Capital 4 will have the limited right to use the logos, trademarks, service marks and trade names of 3Com solely in connection with the terms and conditions of the Alliance Agreement and this ROE Addendum. Capital 4's use of 3Com's logos, marks and names shall be in accordance with 3Com's standard trademark, service mark, trade name and logo usage policies and guidelines, which may be updated from time to time at 3Com's sole discretion, which 3Com will make available upon request. Capital 4 acknowledges that except for the limited use rights expressly set forth hereunder, Capital 4 is not granted any ownership in or license to use the trademarks, service marks, trade names or logos of 3Com (including any non-English translations of them). Capital 4 shall have no rights in the logos, marks or names of 3Com except as expressly set forth herein. Capital 4 shall not use (i) 3Com's logos, marks or names, or (ii) any other logo, mark or name likely to cause confusion with 3Com's logos, marks or names or any portion of its own trade name, trademark, service mark or logo for its own products or services. Capital 4 shall not adopt, register, or attempt to register any logo, mark or name of the other party, or those of its suppliers, (including non-English translations of them) in any jurisdiction unless expressly approved in writing by 3Com in advance. Capital 4 shall not market the products and services of 3Com in any way that implies that such products or services are its own proprietary products or are proprietary products of any third party.
- d. **Pace.** The Parties shall establish a pace (the "Pace") at which 3Com and Capital 4 shall identify each Partner/Reseller who is eligible to become a selected Partner/Reseller (the "3Com Selected Partner/Reseller") in order to utilize the Power of \$Zero™ Solution in marketing 3Com's Products. It is the Parties' intention that the Pace shall ultimately allow for the existence of one or more 3Com Selected Partner/Resellers in each of the approximately 35 NFL target markets (the "Target Markets").
- e. **Fees.** In Capital 4's Agreement with De Lage Landen ("DLL"), it must be established that:
 - 1) Each 3Com Selected Partner/Reseller in a Target Market shall be entitled to a fee (the "Fee") to be paid by DLL (and other funding sources, as selected and approved by Capital 4, and approved by 3Com) to the 3Com Selected Partner/Reseller for each End User that executes a Power of \$Zero™ Customer Agreement, and all other required documentation, including any Rental Agreements. Subject to the approval by Capital 4 of each such contract, the Fee shall be up to 15% of the customer's net usable BMRR for Public Access Services, less the product, install and warranty,

to be paid by DLL to 3Com converted to present value using a term as approved by Capital 4.

- 2) DLL or any other designated funding source as approved by Capital 4 shall also pay 3Com the price of any 3Com Product purchased by Capital 4 (and associated with the transaction). DLL shall be solely responsible for paying the Fee to the 3Com Selected Partner/Reseller.

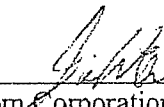
f. **Marketing Funds.** 3Com will sponsor marketing programs to further the sale of the Power of \$Zero Program. All existing MDF or rebates currently in effect will be canceled and replaced by the discounts in Exhibit 1 under this ROE Addendum.

g. **Rental Agreement.** The equipment to be installed at the customer's site under the Power of \$Zero™ Solution will be financed under a Rental Agreement, under which, DLL will remain the owner of the equipment. Capital 4 must give 3Com immediate notice if the Rental Agreement between Capital 4 and DLL changes, terminates or expires, or if Capital 4 enters into any Rental Agreements with any other leasing company.


7. Entire Agreement; Modification.

This ROE Addendum is the complete, final, and exclusive statement of the terms of the ROE Addendum between the Parties. This ROE Addendum and the Alliance Agreement constitute the terms of the entire contractual relationship solely between 3Com and Capital 4. To the extent of a conflict between the ROE Addendum and the Agreement, the Alliance Agreement controls. The Alliance Agreement and this ROE Addendum between the Parties supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them, relating to the subject matter hereof. This ROE Addendum may not be varied, modified, altered, or amended except in writing signed by the Parties.

Executed and Effective on this 10th day of March, 2005.



3Com Corporation
By: Jim Williams
Title: Vice-President and General
Manager – Americas Sales



Capital 4, Inc.
By: F. Davis Dawson
Title: President

Exhibit 1 Discounts and Products

The discounts and products are available under this ROE Addendum are only for purchases by Capital 4, which go through DLL only.

Appendix A of the Voice Solutions Reseller Agreement executed on November 23, 1999 is deleted, and replaced with the following language:

"A. Capital 4, or "Reseller" shall have access to the "Products" on the following 3Com "Price Lists", as modified by 3Com from time to time:

1. 3Com's then-current United States and Canada Price List, and
2. 3Com's then-current NBX Price List located at:
http://pa.3com.com/secure/global/globvsk.nsf/07/nbx_pricing.

Web site urls may change from time to time as specified in the 3Com Partner Access web site. The Price Lists at the time the order is received by 3Com will be deemed the then-current Price List.

B. To calculate Capital 4's pricing, Capital 4 will apply the discounts specified for each Category to the Products that fall within each Category in the Price Lists.

	CAT <u>B</u>	CAT <u>D</u>	CAT <u>F</u>	CAT <u>G</u>	CAT <u>J</u>
CATEGORY/TABLE:					
Network Integrator	44%	20%	30%	42%	38%

C. Instead of the Category Discounts in Section B, Capital 4 will receive the Special Pricing of 50% off of List Price for the specific SKUs outlined in the chart below, subject to the terms in the referenced criteria*

SKU	Description	Discount off of List Price
3C10600A	NBX V3000 IP Telephony Solution	50%
3C10200	SS3 NBX V5000 Chassis	50%
3C10117C	NBX Analog Terminal Card – Worldwide version	50%

3C10116D	NBX T1/PRI Card (R4.3 version)	50%
3C10402A	3Com 3102 Business Phone	50%
3C10412	NBX Group 2 Phone License	50%
3C10405A	NBX 3105 Attendant Console	50%
3C10224-US	Phone Power Supply 120/60-24VDC	50%
3C17205	SuperStack 3 Switch 4400 PWR	50%
3C17300	SuperStack 3 Switch 4226T 24-Port Plus 2 10/100/1000	50%

*Criteria for the Special Pricing:

- a. This Special Pricing cannot be combined with SPQ pricing.
- b. No Rebates or MDF will be earned on Products sold with this Special Pricing.
- c. Products sold with this Special Pricing can only be sold under the Power of \$Zero™ Solution.

3Com has the right at any time on 30 days' notice to (i) change discounts or discount categories for its Products, or (ii) adjust list prices. Reseller is free to set it's own prices for resale."

Capital 4 and 3Com agree that any additional updates to the product and discounts outlined above will be made as an amendment to the Voice Solutions Reseller Agreement, and not within this ROE Addendum.